

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

TALI ARIK, M.D.,

Plaintiff,

v.

No. CV 03-1213 WPJ/LCS

LEA REGIONAL HOSPITAL, LLC
d/b/a LEA REGIONAL MEDICAL CENTER,
a foreign corporation,

Defendant.

STIPULATED FACTS

COMES NOW the Parties to the above-captioned matter, and in accordance with the Court's order hereby submits this list of Stipulated Facts:

1. Plaintiff Tali Arik, M.D., is a medical doctor and is currently a resident of the State of Nevada.
2. Defendant Lea Regional Hospital, LLC d/b/a Lea Regional Medical Center is a hospital facility serving the community in Hobbs, New Mexico and surrounding areas.
3. In 2002 Defendant recruited Plaintiff to relocate to Hobbs, New Mexico and provide cardiology services locally.
4. Plaintiff had a contract with Defendant entitled "Recruiting Agreement." The agreement governed the terms and conditions of Dr. Arik's performance of cardiology services in the Hobbs area.
5. The Recruiting Agreement was entered into by the parties in March 2002.

6. On or about March 6, 2002, Defendant executed and delivered to Dr. Arik the Recruiting Agreement and addenda, which governed certain terms and conditions of Dr. Arik's relocation and practice.

a. The Recruiting Agreement contained an "income guarantee" provision that required Defendant to pay Dr. Arik up to \$77,083.33 per month for 18 months, depending on the income earned by the cardiology practice. Such income guarantee was initiated in March 2002 and was set to expire in December 2003.

b. The Recruiting Agreement required Defendant to pay Dr. Arik up to \$5,000 for marketing expenses.

7. The Recruiting Agreement provided that once the initial 18 month income guarantee period was over, Dr. Arik would reimburse Defendant for those payments unless he continued working in the Hobbs area for the next 42 months.

8. Prior to June 2003, and pursuant to the Agreement, Lea Regional Medical Center had made payments directly to or on behalf of Dr. Arik, which included cash collection guarantees, relocation expenses, and a Sign-On Bonus.

9. Defendant did not pay Dr. Arik the income guarantee payment for June 2003.

10. Dr. Arik has refused to reimburse Lea Regional Medical Center.

Respectfully submitted,

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APPROVAL IN PERSON 8/12/04

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